

AG Contract No.: KR94 2614TRN  
ECS File: JPA 94-171  
Project: F 026-2-524  
and S 391-504  
Tracs: 060 AP 387 H 3625 01C  
and 260S AP 397 H 3728 01C  
Section: US 60 and SR 260S

NO. 19331  
FILED WITH SECRETARY OF STATE  
Date Filed 12 28-94  
Richard Mahoney  
Secretary of State  
By J. Edens

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF SPRINGVILLE

THIS AGREEMENT is entered into 28 December, 1994  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
TOWN OF SPRINGVILLE, acting by and through its MAYOR and TOWN  
COUNCIL, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the Town.

3. It is to the mutual advantage of the State and the  
Town to landscape areas within the right-of-way on US-60 and  
SR-260S at the following location:

Within the right-of-way on US 60 from centerline  
roadway station 2668+00 to centerline roadway  
station 2675 + 70, and from centerline roadway  
station 2714 + 32 to centerline roadway station  
2719 + 00, a net distance of approximately .24  
miles. Within the right of way on SR 260S from  
centerline roadway station 35+10 to centerline  
roadway station 21+50, a net distance of  
approximately .26 miles.

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THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation projects and submit them to the Town for concurrence.

2. After Town concurrence of the plans, the projects will be constructed by the State, using State funds. Upon completion of the work, the Town shall reimburse the state twenty five percent (25%) of the landscape contract costs up to a maximum of \$30,000.00.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right-of-way, at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The Town hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Town of Springerville  
Town Manager  
23 South Papago Street  
Springerville, AZ 85938


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

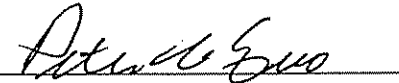
IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

**TOWN OF SPRINGVILLE**

**STATE OF ARIZONA**

Department of Transportation

By   
~~Sam Garton~~  
Town Manager  
PETER KARSTENS

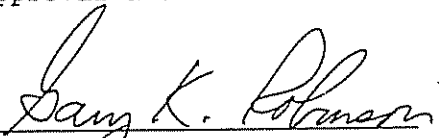
By   
PETER L. ENO  
Contract Administrator

JPA 94-171

RESOLUTION

BE IT RESOLVED on this 7th day of October 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Springerville for the purpose of defining responsibilities for the design, construction and maintenance of landscape improvements on US-60 and SR-206S in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
s. LARRY S. BONINE  
Director



# TOWN OF SPRINGERVILLE

*"A Community For All Seasons"*

Post Office Box 390 • Springerville, Arizona 85938 • Phone: (602) 333-2656

## RESOLUTION NO. 525

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF SPRINGERVILLE AUTHORIZING AN AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF SPRINGERVILLE FOR A LANDSCAPING PROJECT WITHIN THE RIGHT-OF-WAY ON US-60 AND SR-260S,

WHEREAS, the Arizona Department of Transportation and the Town of Springerville propose to enter into an agreement for the completion of the project, and

WHEREAS, it is to the mutual advantage to the State of the Town to landscape the areas within the right-of-way on US-60 and SR-260S, and

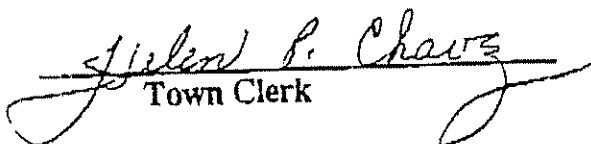
WHEREAS, the landscaping project will enhance several areas entrancing into this community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF SPRINGERVILLE, that the mutual agreement for the landscaping of the areas within the right-of-way on US-60 and SR-260S be executed as proposed.

PASSED AND ADOPTED THIS 7th DAY OF DECEMBER, 1994.

  
Mayor


ATTEST:

  
Town Clerk

APPROVAL OF THE SPRINGVILLE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF SPRINGVILLE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 14<sup>th</sup> day of December, 1994.

  
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Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-2614-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of December, 1994.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ggt  
8661G/77



RESOLUTION

BE IT RESOLVED on this 7th day of October 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Springerville for the purpose of defining responsibilities for the design, construction and maintenance of landscape improvements on US-60 and SR-206S in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
s. LARRY S. BONINE  
Director



## TOWN OF SPRINGERVILLE

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Post Office Box 390 • Springerville, Arizona 85938 • Phone: (602) 333-2656

December 12, 1994

Jack Hammitt, CPM  
Joint Project Administrator  
ADOT, Highways Division  
MAIL DROP 616E  
206 South Seventeenth Av.,  
Phoenix, Arizona 85007-3213

Re: Agreement no. : JPA 94-171  
Landscape Maintenance Agreement

Please find enclosed the executed originals of the above mentioned agreements. If we need to do any other tasks, please notify me. Thank you for your patience.

Sincerely,

Peter Karstens  
Town Manager



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

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No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of December, 1994.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

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